



# *City of Charleston*

JOHN J. TECKLENBURG  
Mayor

*South Carolina*  
*Department of Public Service*

LAURA S. CABINESS, PE  
Director

## **PUBLIC WORKS AND UTILITIES COMMITTEE AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, December 19, 2017 to begin at 3:00 p.m. at 80 Broad Street. The following items will be heard:

### **A. Invocation**

### **B. Approval of Public Works and Utilities Committee Minutes**

October 24, 2017 - Deferred

November 13, 2017 – Deferred

November 28, 2017 - Deferred

### **C. Request to Set a Public Hearing**

None

### **D. Acceptance and Dedication of Rights-of-Way and Easements**

1. **Ashley Park, Phase 5** – Abandonment of a portion of a drainage easement and acceptance of a new drainage easement in Ashley Park, Phase 5.
  - a. Abandonment of Drainage Easement
  - b. Exclusive Stormwater Drainage Easement
  - c. Plat

2. **South Point, Phase 2** – Dedication and Acceptance of an extension of Hatchet Bay Drive (R/W varies, 360 LF). All infrastructures with the exception of the sidewalks have been completed. The sidewalks have been bonded.
  - a. Title of Real Estate
  - b. Affidavit for Taxable or Exempt Status
  - c. Exclusive Stormwater Drainage Easement
  - d. Plat
3. **Ashley River Residences** - Abandonment of a portion of a 40' drainage easement at Ashley River Residences.
  - a. Abandonment of Drainage Easement
  - b. Plat

**E. Requests for Permanent Encroachments**

None

**F. Temporary Encroachments Approved By The Department of Public Service (For information only)**

1. **44 Woodleaf Ct.**– installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
2. **2091 Chilhowee Drive**– installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
3. **2446 Castlereagh Road.** – Installing 4' living fence in drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
4. **1872 Headquarters Plantation Drive** – install concrete driveway apron with granite paver border. This encroachment is temporary. **Approved December 8, 2017.**
5. **1866 Headquarters Plantation Drive** – install concrete driveway apron with formed concrete edging. This encroachment is temporary. **Approved December 8, 2017.**
6. **2952 Stonetown Drive** – installing a 4 foot picket fence encroaching into drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
7. **2640 Doubletree Court** – installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
8. **225 Brambling Lane** – installing 6-foot vinyl fence encroaching on drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
9. **2652 Doubletree Court** – installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved December 8, 2017.**
10. **159 Church St** - installing 12' x 36" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved December 8, 2017.**

11. **168 Calhoun** - installing 32" x 40" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved December 8, 2017.**
12. **91 Broad St., Suite A** - installing 24" x 36" right angle sign encroaching into right-of-way. This encroachment is temporary. **Approved December 8, 2017.**
13. **724-A King Street** - installing a 2'x8' steel planter encroaching into right-of-way. This encroachment is temporary. **Forwarded to Design Review Committee.**

**G. Miscellaneous or Other New Business**

None

Councilmember Rodney Williams  
Chairperson

In accordance with the Americans with Disabilities Act, people who need alternative formats, ASL (American Sign Language) Interpretation or other accommodation please contact Janet Schumacher at (843) 577-1389 or email to [schumacherj@charleston-sc.gov](mailto:schumacherj@charleston-sc.gov) three business days prior to the meeting.

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TERMINATION OF "NEW 20' CoC D.E."

WHEREAS, Ashley Park Development, LLC recorded a plat of a portion of its property as shown on a plat entitled "FINAL SUBDIVISION PLAT OF A PORTION OF TRACT B-3B TO CREATE ASHLEY PARK PHASE 5 CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Thomas & Hutton dated June 22, 2017 and recorded August 16, 2017 in Plat Book L17, Page 0446 in the RMC Office for Charleston County (the "Plat") attached hereto as Exhibit 1; and

WHEREAS, the Plat shows a drainage easement, "NEW 20' CoC D.E.", located partially upon "LOT 50" and the HOA area as shown on the Plat as "O/S 5-1"; and

WHEREAS, Lot 50, as shown on the Plat is now owned by Manorhouse Builders of South Carolina, LLC as evidenced by a deed from Ashley Park Development, LLC dated September 28, 2017 and recorded October 11, 2017 in Book 0672, Page 25 in the RMC Office for Charleston County; and

WHEREAS, the HOA area, "O/S 5-1", as shown on the Plat is now owned by Ashley Park Two Homeowners Association, Inc. as evidenced by a deed from Ashley Park Development, LLC dated August 8, 2017 and recorded August 16, 2017 in Book 0660, Page 114 in the RMC Office for Charleston County; and

WHEREAS, the City of Charleston has agreed to a relocation of the drainage easement as hereinafter provided and Ashley Park Development, LLC has agreed to the drainage easement being relocated, as well as Manorhouse Builders of South Carolina, LLC as the owner of Lot 50 and Ashley Park Two Homeowners Association, Inc. as the owner of the HOA area, "O/S 5-1", have agreed to terminate the "EXISTING 20' CoC D.E. HEREBY ABANDONED" as shown on Exhibit A attached hereto.

NOW, THEREFORE, in consideration of the premises contained herein and other valuable consideration, the parties hereto agree as follows:

1. The drainage easement, "EXISTING 20' CoC D.E. HEREBY ABANDONED", as shown on the plat attached as Exhibit A entitled "EXHIBIT A, THE ABANDONMENT OF AN EXISTING 20' CITY OF CHARLESTON DRAINAGE EASEMENT ASHLEY PARK" by Thomas & Hutton dated November 2, 2017 being partially on "LOT 50" and partially on HOA area, "O/S 5-1", is hereby terminated.
2. Manorhouse Builders of South Carolina, LLC, as the owner of "LOT 50" and Ashley Park Two Homeowners Association, Inc. as the owner of "O/S 5-1" have agreed to grant a new easement to the City of Charleston simultaneously herewith as shown as "NEW VARIABLE WIDTH CoC DRAINAGE EASEMENT 3,681 sq. ft. (Total)" with a portion located on Lot 50 as shown as "PORTION OF NEW CoC D.E. WITHIN TMS #306-01-

00-057 480 sq. ft." and the remaining portion being upon the HOA area as shown as "PORTION OF NEW CoC D.E. WITHIN TMS #306-01-00-102 3,201 sq. ft." on a plat "A PLAT OF A NEW CITY OF CHARLESTON VARIABLE WIDTH DRAINAGE EASEMENT THROUGH TMS #306-01-00-057 OWNED BY MANORHOUSE BUILDERS OF SC, LLC AND THROUGH TMS #306-01-00-102, OWNED BY ASHLEY PARK TWO HOMEOWNERS ASSOCIATION, INC. CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA" prepared by Thomas & Hutton dated September 13, 2017 and recorded \_\_\_\_\_, 2017 in Plat Book \_\_\_\_\_, Page \_\_\_\_\_ in the RMC Office for Charleston County, South Carolina.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 29 day of November, 2017.

[SIGNATURE PAGES TO FOLLOW]

JD  
Faith D Geiger

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

Manorhouse Builders of South Carolina, LLC

By: Hilton C. Smith, Jr., Inc., Managing Member

By: Hilton C. Smith, III  
Hilton C. Smith, III, Treasurer

)  
) ACKNOWLEDGMENT  
)

PERSONALLY APPEARED before me Manorhouse Builders of South Carolina, LLC by Hilton C. Smith, Jr., Inc., its Managing Member, by Hilton C. Smith, III, its Treasurer who provided satisfactory evidence of identification to be the person whose name is subscribed to the foregoing instrument, and further acknowledged before me execution of the foregoing instrument.

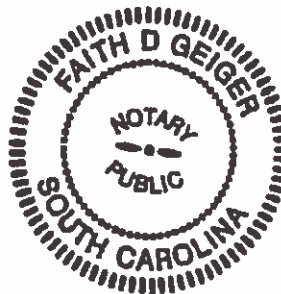
SWORN TO and subscribed before me this 29<sup>th</sup> day of November, 2017.

Faith D Geiger  
Notary Public for South Carolina

Printed Name

My commission expires

Faith Geiger  
8/19/20



**STATE OF SOUTH CAROLINA                )  
                                                           )  
                                                           )  
**COUNTY OF CHARLESTON                )****

**EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON**

This Agreement is made and entered into this 29<sup>th</sup> day of March 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and MANORHOUSE BUILDERS OF SOUTH CAROLINA, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of property identified by and designated as Charleston County tax map number 306-01-00-057 and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled:

**"A PLAT OF A NEW CITY OF CHARLESTON VARIABLE WIDTH DRAINAGE EASEMENT THROUGH TMS #306-01-00-057 OWNED BY MANORHOUSE BUILDERS OF SC, LLC AND THROUGH TMS #306-01-00-102, OWNED BY ASHLEY PARK TWO HOMEOWNERS ASSOCIATION, INC. CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA"**

Prepared and executed by Thomas & Hutton dated September 13, 2017,  
revised on \_\_\_\_\_, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

**SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS** having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_ the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

MANORHOUSE BUILDERS OF SOUTH CAROLINA, LLC  
OWNER

Witness #1

Name: By: Hilton C. Smith, Jr., Inc., Managing Member  
By: Hilton C. Smith, III, Treasurer

Witness #2

STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Hilton C. Smith, III, the Treasurer of the Managing Member of Manorhouse Builders of South Carolina, LLC, a SC LLC, on behalf of the Owner on \_\_\_\_\_.

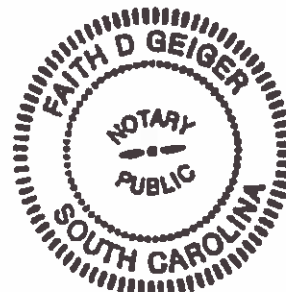
Signature: Faith D Geiger

Print Name of Notary: Faith D Geiger

Notary Public for South Carolina

My Commission Expires: 8/19/20

SEAL OF NOTARY





Time	Temp	Wind	Clouds	Pressure	Humidity	Visibility	Remarks
0000	10.0	0.0	0.0	1013.0	100	10.0	Clear
0100	10.0	0.0	0.0	1013.0	100	10.0	Clear
0200	10.0	0.0	0.0	1013.0	100	10.0	Clear
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2000	10.0	0.0	0.0	1013.0	100	10.0	Clear
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Year	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
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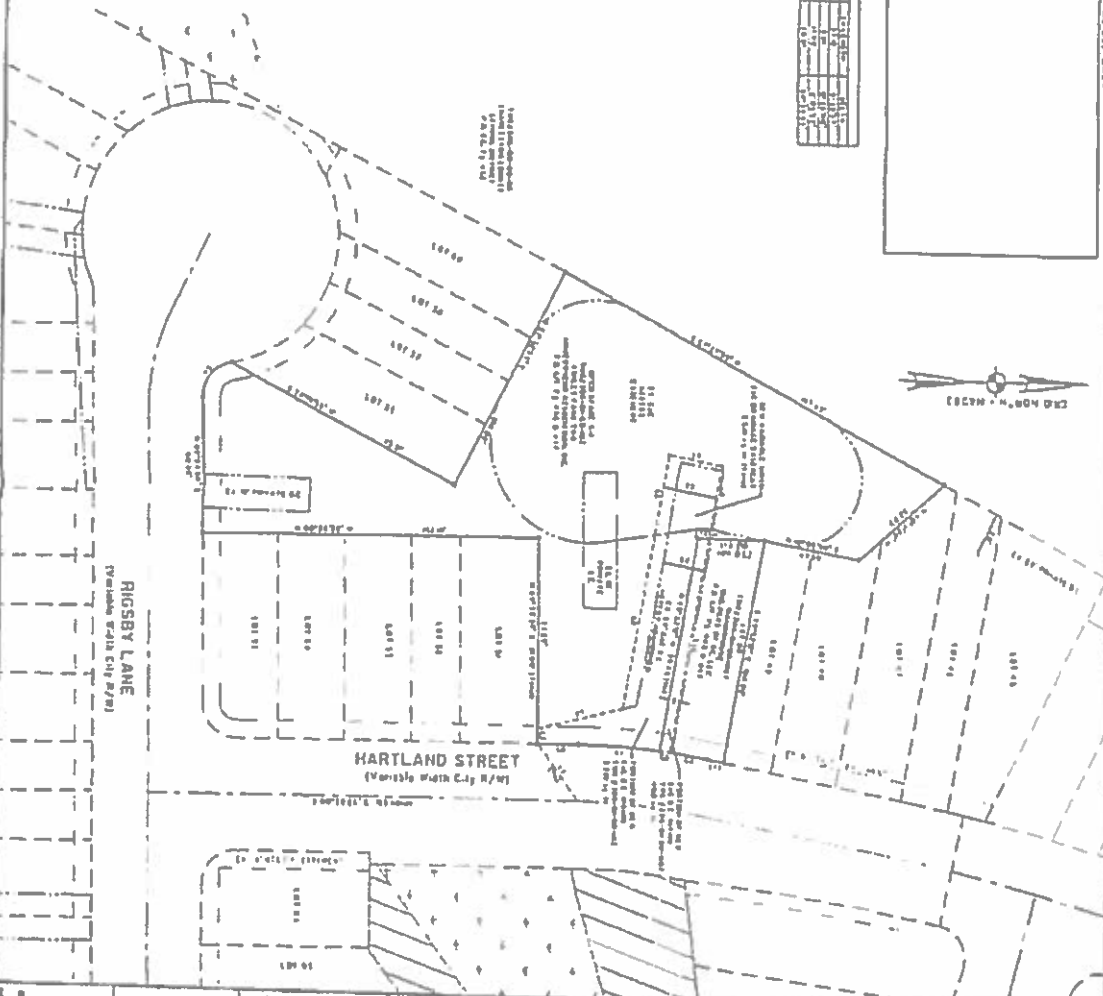
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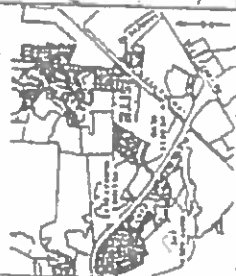
1. The 1991 Census data for women in 1991  
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NOTE.

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### VICINITY MAP



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A PART OF  
A NEW CITY OF CHARLESTON  
VARIABLE WIDTH DRAINAGE  
EASEMENT  
THROUGH TMS304 -01-00-057  
OWNED BY MANORHOUSE  
BUILDERS OF SC, LLC  
AND THROUGH  
TMS304 -01-00-102, OWNED BY  
ASHLEY PARK TWO HOMEOWNERS  
ASSOCIATION, INC.

[illegible]

**THOMAS  
HUTTON**

4477 Johnson Canyon Boulevard • Suite 100  
M1, Richardson, TX 75081 • 972.887.2200  
www.fractionalcapital.com



STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that WF Hwy 17 Apartments, LLC  
 ("Grantor") in the state aforesaid, for and in consideration of the sum of  
 ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before  
 the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby  
 acknowledged, has granted, bargained, sold and released, and by these presents does grant,  
 bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and  
 assigns, forever, the following described property which is granted, bargained, sold and released  
 for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives,  
 and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston  
 State of South Carolina, identified as (list street names) TRACT I HATCHET BAY DRIVE  
 21,791.12 S.F. 0.50 ACRES

as shown and designated on a plat entitled "PLAT FOR: SOUTH POINT II - HATCHET BAY  
 DRIVE TMS: 307-00-00-007 CITY OF CHARLESTON, SOUTH CAROLINA"

prepared by Reid D. Huggins, PLS  
 dated July 20, 2017, revised August 9, 2017, and recorded on \_\_\_\_\_  
 in Plat Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston County.  
 Said property butting and bounding, measuring and containing, and having such courses and  
 distances as are shown on said plat. Reference being had to the aforesaid plat for a full and  
 complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the  
 Highway 17 South Investments, LLC dated April 19, 2016 and recorded  
 April 20, 2017 in Book 0548 at Page 489 in the RMC Office for  
 Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston  
Department of Public Service  
Engineering Division  
2 George Street  
Suite 2100  
Charleston, South Carolina 29401

Portion of TMS No.:

307-00-00-007

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 27 day of October 2017.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF:

Roxanna Money  
Witness Number One

Roxanna Money  
Printed Name

Guy H  
Witness Number Two

Dany M Haines  
Printed Name

Grantor

Michael L. Schwarz

WF Hwy 17 Apartments, LLC by  
Printed Name Michael L. Schwarz,  
its President

\*\*\*\*\*

STATE OF South Carolina  
COUNTY OF Charleston

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by  
Michael L. Schwarz, the President of  
WF Hwy 17 Apartments, LLC, a Delaware limited liability company, on behalf  
of the Grantor on the 27 day of October, 2017.

Signature of Notary: Guy H

Print Name of Notary: Dany M Haines

Notary Public for South Carolina

My Commission Expires: 5/19/20

SEAL OF NOTARY



STATE OF SOUTH CAROLINA )

COUNTY OF CHARLESTON ) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by WF Hwy 17 Apartments, LLC  
to the City of Charleston on 10/27/17.
3. Check one of the following: The deed is
  - (A) \_\_\_\_\_ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
  - (B) \_\_\_\_\_ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
  - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): #2 transfer to government entity (explanation required)  
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes \_\_\_\_\_ or No \_\_\_\_\_

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
  - (A) \_\_\_\_\_ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of \_\_\_\_\_
  - (B) \_\_\_\_\_ The fee is computed on the fair market value of the realty which is \_\_\_\_\_
  - (C) \_\_\_\_\_ The fee is computed on the fair market value of the realty as established for property tax purposes which is \_\_\_\_\_
5. Check YES \_\_\_\_\_ or NO ☒ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is \_\_\_\_\_
6. The deed recording fee is computed as follows:
  - (A) Place the amount listed in item 4 above here: \_\_\_\_\_
  - (B) Place the amount listed in item 5 above here: \_\_\_\_\_  
(If no amount is listed, place zero here.)
  - (C) Subtract Line 6(b) from Line 6(a) and place the result here: \_\_\_\_\_

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is 0.00.
8. As required by Code Section 12-24-70, I state that I am a responsible person who was connected with the transaction as Grantor.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.

Michael J. Schwarz

Responsible Person Connected with the Transaction

W.F. Hwy 17 Apartments, LLC by Michael L. Schwarz  
Print or Type Name Here      its president

Sworn this 27 day of October 2017

Michael J. Schwarz  
Notary Public for South Carolina

My Commission Expires: May 20, 2017

STATE OF SOUTH CAROLINA )  
 )  
 )  
COUNTY OF CHARLESTON )

EXCLUSIVE STORM  
WATER DRAINAGE  
EASEMENTS  
CITY OF CHARLESTON

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the "City"), and WF Hwy 17 Apartments, LLC (herein the "Owner").

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances (“Storm Water System”) across a portion of \_\_\_\_\_ property identified by and designated as Charleston \_\_\_\_\_ County tax map number 307-00-00-007 \_\_\_\_\_ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of \_\_\_\_\_ the Owner’s property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of \_\_\_\_\_ property and which are more fully shown on that certain plat entitled;

"PLAT FOR: SOUTH POINT II - HATCHET BAY DRIVE TMS: 307-00-00-007 CITY OF CHARLESTON, SOUTH CAROLINA"

Prepared and executed by Reid D. Huggins dated July 20, 2017,  
revised on August 9, 2017, and recorded on \_\_\_\_\_ in Plat  
Book \_\_\_\_\_ at Page \_\_\_\_\_ in the RMC Office for Charleston, South Carolina (herein the "Plat").  
A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness  
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA )  
COUNTY OF CHARLESTON )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by \_\_\_\_\_, the \_\_\_\_\_ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on \_\_\_\_\_.

Signature: \_\_\_\_\_

Print Name of Notary: \_\_\_\_\_

Notary Public for \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

SEAL OF NOTARY

WITNESSES:

OWNER: WF Hwy 17 Apartments, LLC

Witness #1

Name: By: Michael L. Schwarz  
Its: President

Witness #2

STATE OF South Carolina )  
COUNTY OF Charleston )

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Michael L. Schwarz, the President

of WF Hwy 17 Apartments, LLC, a Delaware limited liability company, on behalf of the Owner on 10/27/17.

Signature: GMH

Print Name of Notary: Amy M. Haines

Notary Public for South Carolina

My Commission Expires: 5/19/20

SEAL OF NOTARY



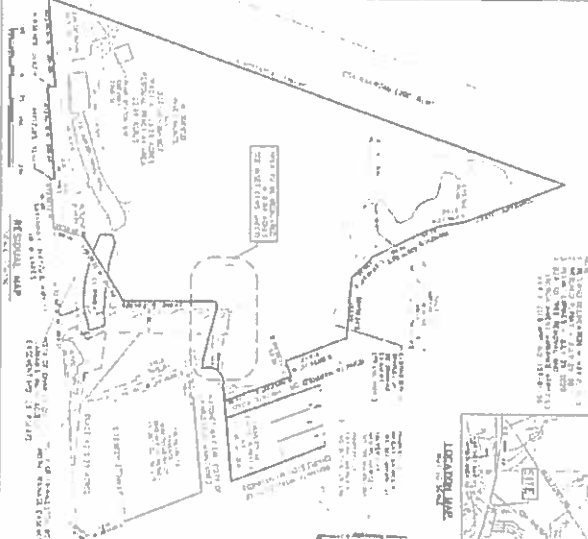
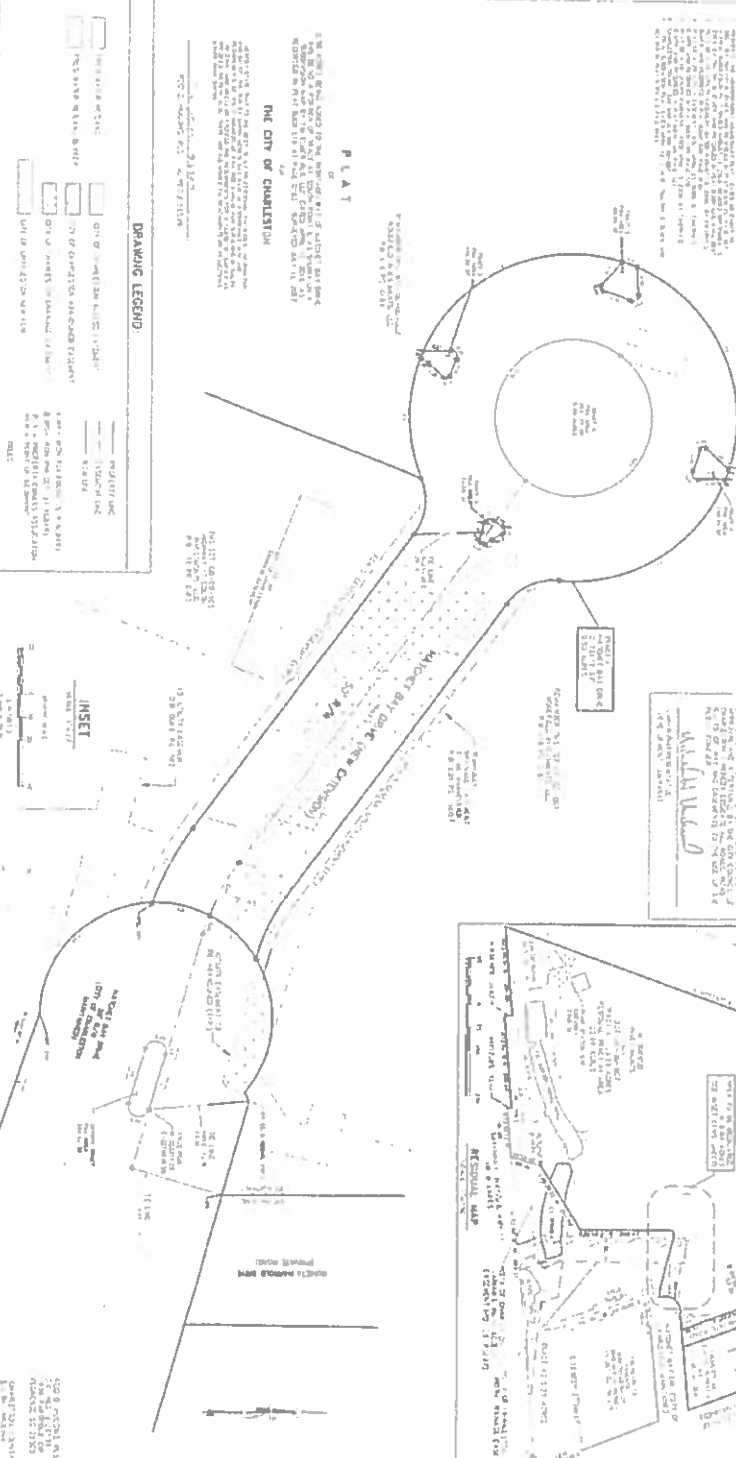
TM 5: 307-93-00-007

[illegible]

TABLE 2. *Effect of temperature on the growth of *Chlamydomonas reinhardtii* in the presence of 100 mg/liter of 2,4-D. Cells were grown in 100 ml of 100 mg/liter 2,4-D in 100 ml of 100 mg/liter 2,4-D. Cells were grown in 100 ml of 100 mg/liter 2,4-D in 100 ml of 100 mg/liter 2,4-D.*

Temperature (°C)	Optical Density (OD <sub>680</sub> )	Growth Rate (OD <sub>680</sub> /day)
15	0.15	0.05
20	0.25	0.10
25	0.35	0.15
30	0.45	0.20
35	0.55	0.25
40	0.65	0.30
45	0.75	0.35
50	0.85	0.40
55	0.95	0.45
60	1.05	0.50
65	1.15	0.55
70	1.25	0.60
75	1.35	0.65
80	1.45	0.70
85	1.55	0.75
90	1.65	0.80
95	1.75	0.85
100	1.85	0.90

*Elizabeth Wilson*



**REID D. HUGGINS, PLS**  
PROFESSIONAL LAND SURVEYOR  
1830 Partridge Circle  
Florence, SC 29508

1943) 4 67-214 f = 600  
1943 to 6.6-204.6 = 100



STATE OF SOUTH CAROLINA     )  
COUNTY OF CHARLESTON        )

ABANDONMENT OF EASEMENT

This Abandonment of Easement ("*Abandonment*") is entered into this 4<sup>th</sup> day of December, 2017, by and between the City of Charleston, a Municipal corporation organized and existing pursuant to the laws of the State of South Carolina ("*City*"), and University Place Developers, LLC ("*Owner*").

WHEREAS, Owner is the owner of Lot F, Magwood Tract Subdivision, Charleston County, South Carolina, designated as TMS No. 351-10-00-036 (the "*Property*"); and

WHEREAS, there currently exists on the Property a 20' Drainage Easement as shown on a plat recorded in Book ED and BA, at Pages 685 and 117, in the RMC Office for Charleston County, South Carolina ("*Old Easement*"); and

WHEREAS, Owner has requested that the City release and abandon the Old Easement; and

WHEREAS, the City is mindful to grant such request and desires to release and abandon the Old Easement, as more particularly described on Exhibit "A" attached hereto and shown on the Plat (as defined below); and

WHEREAS, upon the abandonment of the Old Easement, the owner of the real property which is subject to the Old Easement, has acknowledged on behalf of himself, his heirs and assigns, his sole and complete responsibility for the condition of the portion of the Old Easement as is currently exists and may exist in the future and has further agreed to hold the City, its officers, and agents and employees harmless from any and all claims concerning the Old Easement being hereby abandoned.

NOW THEREFORE, the City has abandoned the Old Easement hereinafter described and the drainage facilities located therein. The Old Easement and facilities hereby abandoned are located on that certain parcel of land in the County of Charleston and State of South Carolina, and is more particularly described on Exhibit "A" attached hereto and shown on a plat entitled "Plat to Abandon a Portion of 2 Public Drainage Easements and Creating a New Private Drainage Easement Through the Property of University Place Developers, LLC" prepared by HGBD Surveyors, LLC, dated June 26, 2017 and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_ in the RMC Office for Charleston County, South Carolina (herein the "*Plat*"). No portion of the Old Easement is abandoned except as specifically described on Exhibit "A," and shown on the Plat, as "Portion of 20' DRAINAGE EASEMENT TO BE ABANDONED".

IN WITNESS WHEREOF, the Parties have caused this instrument to be signed in their names to be affirmed hereby by duly authorized authority the date and year first above written.

WITNESSES:

B. L. Chey  
Witness #1

Anna L. Kelly  
Witness #2

OWNER: University Place Developers, LLC

By: R. W. [Signature]

Print Name: R. Milton Thomas, III

Its: Manager

Dated: 12/4/17

WITNESSES:

\_\_\_\_\_  
Witness #1

\_\_\_\_\_  
Witness #2

CITY OF CHARLESTON

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_


STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named Milton Thomas sign the within Abandonment of Portion of Easement, and seal said Abandonment of Portion of Easement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

\_\_\_\_\_  
Witness #1

SWORN to before me this  
4<sup>th</sup> day of December, 2017.

 (SEAL)  
Notary Public for South Carolina  
My Commission Expires: Dec-08-25

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF CHARLESTON )

PROBATE

PERSONALLY appeared before me the above named witness, who, on oath, says that (s)he saw the within named \_\_\_\_\_, \_\_\_\_\_, sign on behalf of CITY OF CHARLESTON, the within Abandonment of Portion of Easement, and seal said Abandonment of Portion of Easement, and as its act and deed, deliver the same, and the (s)he with the other witness named, witnessed the execution thereof.

\_\_\_\_\_  
Witness #1

SWORN to before me this  
\_\_\_\_\_ day of December, 2017.

\_\_\_\_\_(SEAL)  
Notary Public for South Carolina  
My Commission Expires: \_\_\_\_\_

EXHIBIT "A"

ALL THAT CERTAIN piece, parcel or tract of land located in Magwood Tract Subdivision, City of Charleston, County of Charleston, State of South Carolina, shown and designated as "Portion of 20' DRAINAGE EASEMENT TO BE ABANDONED" on that certain plat entitled "Plat to Abandon a Portion of 2 Public Drainage Easements and Creating a New Private Drainage Easement Through the Property of University Place Developers, LLC" prepared by HGBD Surveyors, LLC, dated June 26, 2017 and recorded in Plat Book \_\_\_\_\_, at Page \_\_\_\_\_ in the RMC Office for Charleston County, South Carolina.

